

1895-042 Chancery Causes: Mary E. Jones vs. J. B. F. Mills &c
Lee Co. J. B. F. Mills &c vs. Southwest Virginia Mineral Land Co.]

Slump

CA-Debt
T-Property

-Deed

To the honorable H. S. K. Morrison Judge
of the Circuit Court of Lee County.

Humbly Complaining your Oratrix Mary E. Jones
would respectfully represent and shew unto
your honor that J. B. F. Mills and C. Slump defendants
one to and unjustly detain from your oratrix the
sum of Two hundred and fifty two dollars and
fifty cents. And thereupon to wit on the 20th
day of June 1887. The said J. B. F. Mills and C. Slump
by their certain writing obligatory, sealed with
their seals the date whereof is the day and
year aforesaid jointly promised and bound
themselves to pay to your oratrix, twelve months
after the date thereof the sum of Two hundred and
fifty two dollars and fifty cents; yet the said defendants
the said sum of money or any part thereof to pay
to said oratrix, although often requested, have hitherto
failed and refused and still do refuse—Now your
Oratrix would further represent and shew unto your
honor that the obligation aforesaid was executed to
your oratrix (as is here shown by the bond filed and asked
to be considered) as part payment of the purchase price
of a certain tract of land situated in the wild cat valley
owned by your oratrix and sold to the said J. B. F.
Mills and C. Slump on the day and year last aforesaid as
is shown by a copy of the deed made by your oratrix to
said defendants, filed herewith marked "B" and prayed
to be considered as part of this bill. From an inspection
of which your honor will see that your oratrix
retained the vendors lien until the whole of the
purchase money was paid. And your oratrix is
advised that by the failure on the part of the said

1 J. B. H. Mills and C. Slump to make such payment
2 as alleged aforesaid. The right has accrued to your
3 oratrix to enforce her vendors lien. In tender
4 consideration whereof and forasmuch as your
5 oratrix is remediless in the premises by the strict
6 rules of common law and cannot have adequate
7 relief except in a court of equity where matters
8 of this kind are properly cognizable. To the end
9 therefore that justice may be done in the premises
10 your oratrix prays that the said J. B. H. Mills
11 and C. Slump and the Southwest Virginia Mineral
12 land Co. who may be interested, a body corporate doing
13 business in Va. may be made parties defendant to
14 this bill and be required to answer the same
15 but not on oath that being expressly waived.
16 That the said defendants may be decreed to pay
17 your oratrix the said sum of money with
18 interest thereon by a short day to be appointed by this
19 honorable court. That a decree be rendered by this
20 honorable court to sell the said real estate, or so much
21 thereof as may be necessary to satisfy your oratrix's
22 debt aforesaid. And that your honor will grant
23 unto your oratrix such further and general relief
24 as may be consistent with equity and the case
25 require. May it please your oratrix will ever
26 pray etc— M. H. Ely—
27 J. P. D.

Plffs Costs
 C 4.52
 S 1.50
 \$6.02

1st Febury Rules 1894 Relg.

Mary E. Jones Plff

vs Bill in Chancery

J. B. H. Mills et al Defts

1894 1st Febury Rules Bill
 filed Spa Exdt & Disini
 " 2nd Febury Rules & Disini
 Confd House set for
 hearing by Plff.

\$252.50

June 20, 1887

Twelve months after date without interest
we promise to pay Mary E. Jones
two hundred and Fifty two dollars
and fifty cents (\$252.50).

J. B. L. Mills *Recd*
C. Slump *Recd*

Or the within note: by
\$10-00 April-16-1889 by C. Slump -
or the within note by 1890

\$25-00 June the 17th by J. B. F. Mills
or the within note by

\$25-00 June-7-1890 by C. Slump -
or the within note by

\$30-00 Sept-5th 1890
half by Slump & half by Mills

or the within note \$10-00 by Mills
paid the sewing machine man
about 12th August 1890

Or within note \$5.00 paid Charles
Jones at Nov Election 1890, by C. Slump

Or within note by a check of \$25.00 by
J. B. F. Mills Aug 17th 1891

Or within note by \$20.00 by C. Slump Aug 21st 1891

Or the within note by check from J. B. F. Mills
for \$25.00 Dec. the 24. 1892

Or the within note \$28⁰⁰/₁₀₀ by C. Slump Nov. 1. 1892

To The Honorable H. S. H. Morrison Judge of
the Circuit Court of Lee County.

Humbly complaining, sheweth unto your
honor, your Oratrix Mary E. Jones, that
J. B. F. Mills and C. Shump on the 20th day
of June 1887 became justly indebted to your
Oratrix in the sum of three hundred and fifteen
dollars for land sold to said defendants, and afterwards
to wit on the day and year last aforesaid by their
certain writing obligatory signed and sealed with
their seals and here to the court shown they promised
and bound themselves ^{jointly} to pay to your Oratrix twelve
months after the date thereof the sum of three
hundred and fifteen dollars, And your Oratrix
avows that although the said sum of three hundred
and fifteen dollars in the said writing obligatory
specified hath according to the tenor and effect
of the said writing obligatory, been long since
due and payable and although the said J. B. F.
Mills and C. Shump hath often been requested to
pay the same to the said Oratrix yet they
have not paid the said sum of money or
any part thereof but to pay the same to the
said Oratrix has hitherto wholly refused and
still hath refused. Now your Oratrix would
further represent and shew unto your honor
that here to fore to wit on the day of 18 - she
was seized and possessed of a certain real estate
situate in wild cat valley containing about 284
acres that on the 20th day of June 1887, in consideration
of the sum of \$420. paid and secured to be paid
she deeded said tract of land by deed bearing

date on the ^{said} 20th day of ^{June} 1887 a copy of which
deed is filed herewith marked "B" and prayed to
be considered as part of this bill. Your honor
will see by the inspection of the deed filed
that part of the aforesaid tract of land to wit: 63
acres had an imperfect title and that your oratrix
only warranted said 63 acres specially, that the
bond here sued on is the purchase price of the said
63 acres, that it was agreed by and between your
oratrix and the said J. B. F. Mills and C. Shup that
said bond was not to be paid, (which agreement is
set forth in the deed and bond both) until the title to
the said 63 acres was quieted and made perfect
that it was the intention of your oratrix and J. B. F.
Mills and C. Shup to quit the title to the same within
a short time. Your oratrix avers that the title to
the said 63 acres is now perfect and indefeasible
the same having been quieted as is shown
by a decree rendered by this honorable Court
in the late Chancery cause of "Southwest Va.
Mineral Land Co. vs. Nelson Lunsford et al." a
copy of which ^{decree} is filed herewith marked "D" and
prayed to be considered as part of this bill. Your
oratrix alleges that said conditions have all been
performed and that her money has long since been
due, that she retains the vendors lien in her deed
to said Mills and Shup until the whole of the purchase
money is paid in full, that by reason of the failure of
the said J. B. F. Mills and C. Shup to pay the aforesaid
sum of three hundred and fifteen dollars with
^{interest} as aforesaid, a right hath accrued to your oratrix
to enforce her vendors lien. Your oratrix tenders

and files herewith a release deed as an escrow to be
delivered when the whole of the purchase money with
accrued interest is paid in full. In tender consideration
whereof, forasmuch as your oratrix is reminded in
the premises, save by the aid of a court of equity, when
matters of this kind are alone and properly cognizable
Your Oratrix prays that the said J. B. H. Mills and
C. Shump, and the Southwest Va. Mineral Land Co.
a body corporate doing business in Va. said Co. now
being at present in possession of said land, be
made parties defendant to this bill and required
to answer the same but need not answer on
oath that being expressly waived. That the said
defendants J. B. H. Mills and C. Shump be decreed
to pay your oratrix the said sum of money
with interest thereon in a short time to be fixed
by the court and that in default of payment, that
the said real estate or so much as is necessary
to be sold to satisfy your oratrix's debt, and that
your honor will grant unto your oratrix such
further and general relief as may be consistent
with equity and the case requires.

May it please God and your oratrix will ever pray -

M. L. Ely. P. D.

To Novr Term 1896

1 8.25

3 2.00

Co 3.75

Adm 3.37

Atty 15.00

\$32.37

Novr Term 1902

Clerk 2.55

108 S 3.50

C.C. 3.75

Adm 3.37

Atty 15.00

\$35.21

68

\$80.53

25.59

68

24.91

1st Febry 02. 1894. Ely-

Mary E. Jones Plff

VS Billie Leaney

J. B. Mills et al. Defts.

1894 1st Febry Rules
Bill filed & Pa Exd
& Dearec nisi

2nd Febry Rules & nisi
Caused & cause set
for hearing by J. B.

Ex Trans

Postage Pd
by Money 54

See Circuit Court

Wm. E. Jones

v2

E. L. Chaney

J. B. F. Mills et al

The separate answer
and answer of the Southwest
Virginia Mineral Land Company
to a bill of complaint exhibited
against it and others in your
honors said court of chancery
in the above styled cause -

The defendant respondent says
the plaintiffs said bill is not
sufficient in law, whereof it
prays judgment.

But should other
or further answer be required,
answering respondent says
that it is now the owner of the
land in question as the vendor
of its co-respondent, Sleep &
Mills; that it gave its note to
said Sleep & Mills for \$504⁰⁰
to be paid when the title ~~was~~ to the
6³ acre tract in question should
be perfected. That before said title
was perfected, or respondent put in
possession of said land certain trans-
gressions were committed by parties
claiming the title to this land

adversely, and as the valuable
timber was by them taken there-
from with as your respondent
is informed from \$2500⁰⁰ to \$4000⁰⁰

Your respondent refused to take
the land & pay the purchase due
thereon unless their vendors, or they
with said plaintiff herein, should
hold them harmless as to said loss.

Your respondent states & charges
that said Sleep & Mills, & also
said plaintiff herein entered
into an agreement to arbitrate
the amount of said timber loss,
and that whatever sum should
be found due therefor should be
entered as a credit in the note
of ~~\$315~~ \$504⁰⁰, and a just propor-
tion thereof should also be en-
tered as a credit by said plain-
tiff on the \$315⁰⁰ note given to him by
said Sleep & Mills. This arbitra-
tion was held and \$151¹³ was

pronounced by the arbitrators as
a fair value for said timber, and
although your respondent thought
it was a shamefully low valuation
it nevertheless proposed to stand by

it and to pay the balance due,
and the first intimation it had
of the breach of this agreement
as plaintiff's part was the insti-
tution of this suit -

Respondent charges that plaintiff
is bound by said agreement and
should be compelled to allow this
credit to its co-respondents, which
being done, as respondent is informed
this whole matter can be speedily
settled, as it now stands, & has always
stood, ready, able and willing to
comply with its agreement -

Respondent charges that in law the
plaintiff is bound to make good to
it the full value of the timber
taken - The land in question is wild
unoccupied land - No actual or
constructive possession thereof was
ever given by plaintiff, nor was it
contemplated that it should be, un-
til plaintiff performed her agreement
to perfect the title, ~~during~~ before
which the said trespass occurred -

Respondent has read the answer filed herein
by its co-respondents, which it believes to be
true & which it adopts & pays to be treated as a
part thereof - & now having answered its co-respondent
progs to be herein dismissed &c - R. D. Irvine for Resp.

This answer is accepted to for same reasons
and is on answer of J. B. F. Mills and Co. Sheriff -

M. G. E. G. atty for Mary E. Jones

Mary E. Jones

vs { Cons of Sup Ct
Mineral Land Co,
}

J. B. F. Mills et al

Filed in open court
by leave thereof Clerk
13th 1894 -

A. B. Murray clerk

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The demurrer and answer of J.B.F. Mills and C. Slomp to a bill in chancery exhibited against them ^{& another} in this honorable court by Mary E. Jones

Respondents say that the Complainant's bill is not sufficient in law to call upon them to answer it in this honorable court, but that there is good cause of demurrer thereto, and they demur accordingly, and pray judgement of their said demurrer &c. And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of them, answering they say:

That it is true that on the 20th day of June 1887, they purchased from said complainant the tract of land in the bill mentioned, and particularly described in exhibit "B" filed therewith as part thereof: it is also true that on the same day they executed to the said Mary E. Jones the note filed by the complainant with her bill for \$315.00, by an inspection of which note it will be seen that although it is made payable twelve months after date, that it was not to be paid until or bear interest until the title to 63 acres of the tract conveyed by said deed, the title to which was then in dispute, was made perfect and indefeasible. Respondent supposes that it is true that it was the intention of the complainant to perfect the title to the said 63 acres as soon after the date of the said sale as the same could be done, but this important duty she neglected until the Southwest Virginia Mineral Land Company, the vendee of your respondents, at the ----- Rules 1893 of your honor's court filed a bill against Nelson Lunsford, wife and others who were asserting a claim to said 63 acres of land, the object of which bill was to quiet the title thereto. Such proceedings were had in said cause as that on the 11 day of Mch. 1893 your honor's court pronounced a decree in said cause quieting the title and possession of the complainants in said suit in and to said land, and declaring that said complainant, to wit, the Southwest Virginia Mineral Land Company, hold said land by title firm and stable and free from any claim demand or interference of the defendants or any of them to said suit.

Your Respondents will now further show your honor that they bought said tract of land on speculation, a fact well known to the complain-

ant at the time she sold to them, and immediately afterwards, to wit on the 28th day of June 1887, respondents sold and conveyed said tract of land to said Southwest Virginia Mineral Land Company. In the deed to said Company it was stated that there was 63 acres of said tract of land in dispute, the title to which was only warranted specially, and said Southwest Virginia Mineral Land Company retained in its hands \$504.00 the price of said 63 acres which were not to be paid until the title to the said 63 acres should be perfected.

Respondents will now show your honor that regarding the title to the said 63 acres as perfected ^{by said decree of said} they have demanded payment from said Southwest Virginia Mineral Land Company of the said \$504.00 which payment has been denied for reasons which will be herein more fully stated a little further on.

After the sale made by respondents to the said Southwest Virginia Mineral Land Company and before said title was perfected by the decree above referred to Nelson Lunsford and his wife and their son John Lunsford under them, and William A.J. Ward and L.D. Ward, Admr. of the said ~~W~~ William A.J. Ward, cut and removed a considerable amount of oak and poplar timber from said land, amounting in value as claimed by said Southwest Virginia Mineral Land Company to the sum of \$151.13, and this amount was arrived at by selecting three lumbermen and judges of timber to go upon said land and make the best estimate that they could of the timber thus cut and removed and their report or estimate was reduced to writing and is in the hands of R.T. Irvine, Attorney for said Southwest Virginia Mineral Land Company, and for this sum the said Southwest Virginia Mineral Land Company claimed they should have a credit on their said note of \$504.00 before referred to. This claim of the said Southwest Virginia Mineral Land Company was duly reported by respondents to the said complainant, and she refused to give your respondents credit therefor on said \$315.00 note. And thereupon respondents filed their bill in this honorable court against said Southwest Virginia Mineral Land Company, the object of which is to collect said deferred payment of \$504.00 above mentioned and said bill is now pending and as yet unanswered. Respondents ^{are} ~~is~~ not advised as to whether or not said Southwest Virginia Mineral Land Company will be entitled to a credit for said sum of \$151.13 ~~or not~~ but they are advised that if said Company

is entitled to a credit for said sum, then that they will be entitled to a credit for a like sum on their indebtedness to the said complainant and they pray that this cause be brought on to be heard with the cause of respondents against said Southwest Virginia Mineral Land Company, and that they be given a credit on said \$315.00 note in the bill in this cause mentioned for whatever sum, if any thing, for which the said ^{Southwest Va Min Land Co} obtains a credit on its indebtedness to respondents.

Respondents will now further show your honor that at the time they executed said \$315.00 note in this bill mentioned, they also executed another note payable twelve months after date for the sum of \$252.50 upon this note the said complainant Mary E. Jones has likewise instituted her suit in chancery in this honorable court by a separate bill which is likewise pending. On this note various payments have been made which are credited on the back of said note amounting in the aggregate to the sum of \$203.50. Your respondent C. Slomp has also paid to the Southwest Virginia Mineral Land Company and to R. T. Irvine, its attorney, the sum of \$86.25 costs and Attorneys fees for perfecting said title, which services of said Attorney and the costs of said suit were incurred at the special instance and request of complainant and paid by said Slomp at her direction, and were to be placed as a credit upon said note last aforesaid for \$252.50. Respondent C. Slomp has further paid also at the request and by direction of said complainant the sum of \$18.60 being one half the expenses of having said 63 acres surveyed and the amount of timber taken therefrom by the said Lunsfords and Ward ascertained and valued. For this sum respondents were likewise to have a credit on said note for \$252.50. This last mentioned suit respondents are advised, should not have been brought, and having been brought, the court will compel its consolidation at the expense of the plaintiff, with the first mentioned suit.

Respondents seek no delay in the settlement of this matter. They regard the title to said 63 acres as now having been perfected. They are anxious for full settlement of the whole matter, and only seek to obtain credit from the complainants for whatever sum or sums they are compelled to give a credit to their vendee on account of the matters hereinbefore set forth, and when that is done, the complainant will fix

not be delayed in receiving the money to which she is entitled. *the payment to her is alleged to have been made.*

And now having answered the complainants bill as fully as they are advised it is material or necessary for them to answer it, respondents *that complainant be required to give respondents credit for the value of the timber above* pray to be hence dismissed with their costs &c.

Duncan & Hyatt Attys
for Respondents.

This answer is excepted to as to all statements in regard to the sale and transactions between the defendants and the Southwest Va mineral land Co, beginning at the index in the margin and continuing to the straight pencil line on the page next to the last, because irrelevant and immaterial here, between the parties to this suit. This complainant can not be prejudiced by, and should not be compelled to take issue ~~thereon~~. said transactions.

M. G. Ely, for Complainant.

L. A. H. Mills and
C. H. H. H.
as my answer
Wm. E. Jones
Filed in open Court
March 17th 1894
L. A. H. H.

Mary E. Jones
vs. {
J. B. F. Mills et al.

J. B. F. Mills,
vs. {

South West Virginia Mineral Land Co.

} Decree.

These causes came on this day to be heard upon the papers formerly read in the cause, and was argued by counsel. On consideration of which, and it being suggested that since the institution of this suit that J. B. F. Mills has departed this life, and that R. T. Irvine has qualified as his administrator, ^{At the consent of R. T. Irvine administrator} motion of plaintiff, it is ordered by the court that as to J. B. F. Mills in this cause, the same be revived in the name of R. T. Irvine, his administrator in whose name it will be prosecuted until the final determination of this cause, and it is further adjudged ordered and decreed that Commissioners W. G. Ely and L. T. Hyatt proceed to carry out the duties required of them in this ^{cause}, shown by decree entered June 15th 1895, and report their action to the next term of this court, and the cause is continued.

Mary E. Jones.
vs. $\frac{3}{4}$ Decrees
J. B. F. Mills et als.

J. B. F. Mills et als.
vs. $\frac{3}{4}$ Decree
S. M. Va. Min. Land Co.

Entered in
Chancery Order
Book Page 229.

Enter this,
W. I. M.

June 13th 1895

Mary E. Jones

vs
J. B. F. Mills et al

3 change

Same

vs
Same

3 change

J. B. F. Mills et al

vs
S. W. Va Mineral Land Co

3 change

These causes coming on again this day to be heard together upon the papers formerly read herein & the report of R. T. Irvine, Special Commissioner filed this day herein. Upon motion of the Southwest Va Mineral Land Company, by counsel it is ordered that if the Jas F. Jones shall not execute the release mentioned upon the payment of the balance of the sums claimed against it said company, then R. T. Irvine who is thereby appointed a Special Commissioner

for that purpose shall ex-
ecute such release for
said Jas F. Jones, & shall
acknowledge the same
for record & file same
together with a further
report of his actions here-
under at the next term
of this Court, and
this case is continued

Wm. E. Jones
N3

J. B. F. Melcher

Same

N3

Same

J. B. F. Melcher

N3

Mr. Wm. Melcher

Enter this

M. J. M.

Nov 14 - 94

Entered in Chancery
Order Book Page 99

Lee Circuit Court

Mary E. Jones
vs No 1 } In Chancery
J.B. F. Mills chal }

Mary E. Jones
vs No 2 } "
J.B. F. Mills chal }

J.B. F. Mills chal
vs
Southwest Va Mineral Land Co. }

Upon the motion
of defendants in the first two above
stated causes, & of all parties to said last
styled cause, by their attorneys, and
for reasons appearing sufficient
to the Court, it is ordered that
all of ~~the~~ said causes be brought
on to be heard together, and these causes
coming on this day to be heard together
upon the bills of complaint & exhibits
filed therewith, the plea of defendants
Mills & Sleep in the first styled cause,
and ~~joint & separate~~ ^{demurrer & answer} of the same
in said cause, ~~the bills of complaint & exhibits filed therewith~~ ^{the answer of the}
Southwest Va Mineral Land Co. in
said cause, and the exhibits filed
with said answer, & the answer of
said Land Co. in said last styled

cause, the exceptions by plaintiff to
the answer of Mills & Slump in
said first styled cause, ~~and~~
general applications to all of said
answers, and the deposition
of C. Slump, was argued by
counsel,

Upon consideration whereof
and for reasons appearing sufficient
to the court, it is ordered that
these causes be referred to
A. M. Going as a Special Commissioner
herein who shall ascertain and
report the nature, amount, and
priorities, if any, of the liens that
exist on the land in question, and
what sum, if any, remains due
and unpaid on the \$252⁵⁰/₁₀₀ note
sued on. Before proceeding to act
hereunder said Commissioner shall
give ten days notice to the parties
herein or their attorneys.

And all questions raised by said
plea & by said exceptions to
the answer of Mills & Slump are
expressly removed, and this cause
is continued. The appointment of
said Commissioner shall not preclude

any party hereto from taking
such evidence as they may be
advised to take on other questions
raised by the pleadings herein,
in the usual way provided
by law - And this cause is
continued -

Wm E. Jones
vs ^{1/2} ^{1/2} ^{1/2} Chuey
J. F. Mills

Same

vs no 2 "

Same

J. F. Mills et al

vs
Sw. Va. Min Land Co. "

Enter this debt
H. S. K. M.

Wm 13th 1894

Entered Chas. Ordway Book
Page 578
Wm 13th 1894

Mary E Jones	}	Decree
vs }		
J. B. F. Mills et al		
Mary E Jones		
vs }		
J. B. F. Mills et al		

These causes came on this 8th day of March 1894 to be heard on the plaintiff's original bills and exhibits filed therewith and on the plea of defendants J. B. F. Mills & C. Slomp and was argued by counsel, whereupon for reasons appearing sufficient to the Court, it is ordered that these causes be consolidated; and hereafter heard together.

Mary E. Jones

vs }

J.B.F. Mills et al

and

Mary E. Jones

vs

J.B.F. Mills et al

Decree
Consolidating

Enter
H.S.K.M.

Nov 8 1894

E.C.C.B. Page 565

The depositions of Mary E. Jones and others
taken before me C. L. Bailey a Notary Public
in and for the County of Lee and State
of Virginia. at the dwelling house of James
H. Jones. in Turkey Cove Va. between the hours
of 9 A. M. and 6 P. M. ^{on the 7th day of May. 1894.} pursuant to notice beforesaid
annexed to be used as evidence in behalf
of Mary E. Jones in a suit in equity depending
in the Circuit Court of Lee County. in
which Mary E. Jones is Plaintiff and
J. B. H. Mills et als are defendants: -

Present: M. G. Ely atty for Plff & Plff

L. T. Hyatt " " Deft. Ed L. Sleep.

R. T. Irvine atty for S. W. Va. Merc. & Co -

Mary E. Jones a witness of lawful age being
duly sworn deposeth and saith:

Ques 1st Please state your age and connection with
this suit: -

Ans I will soon be sixty five years old.
I am plaintiff

Ques 2 Turning your attention now to the two
hundred & fifty two dollars & fifty
Cents ^{note} owed on by you. please state
whether or not C. Sleep & J. B. H
Mills are entitled to any other credit
that should be placed thereon

Ans No not that I know anything of

Ques. 3 Col. Slomp in his deposition says that you should give him credit on the \$2,525.00 note for \$65.28 paid out by him as your part of the expenses in perfecting the title to the disputed land also \$4.66 expenses incurred in going to Jonesville. Now please state whether or not he is entitled to these credits which he claims

Ans. No I do not see why he should be entitled to them

Ques. 4 Please state whether or not you ever requested C. Slomp to pay out or expend the aforesaid sums of money for you?

Ans. No Sir I never did

Ques. 5 Please state whether or not you ever at anytime agreed with Col Slomp to pay any part of the legal costs in perfecting the title to the disputed land.

Ans. No Sir I never said to Col Slomp that I would pay ^{any} part of the cost as I have any knowledge of.

Ques. 6 Now please state what part of the expenses incurred in perfecting the title you did agree to pay and whom did you expect to pay the ^{legal} cost

Ans Well I agreed to pay my part of the attorney fee and my calculations were to pay it when I received the money for my land which was due me from C. Sloup & other out of these notes.

Ques. 7 Please state whether or not you ever authorized or requested C. Sloup to pay your part of said expenses to attorney or anyone else?

Ans. No Sir I never did that I have any recollection of.

Ques. 8 Please state who was to have the title to the said land perfected and when was it to be done?

Ans. It is my recollection and understanding that C. Sloup and J. B. F. Mills were to have it done right at once.

Ques. 9 Please state whether or not at the time you sold said land to C. Sloup & J. B. F. Mills you agreed with them to protect the 63 acres from the acts of adverse claimants or trespassers?

Ans. No Sir not that I have any recollection of.

Ques 10 Please state whether or not the title to said land has been perfected

Ans I have understood from C. Slomp and others that the title was perfected. but do not know it myself.

Ques. 11 Please state whether or not you ever agreed to pay any part of the damages claimed for the timber which was taken off of the disputed tract of land before the title was perfected?

Ans No Sir I do not recollect that there was ever anything said to me about ~~timber~~ pay damages for the timber before the title was perfected. nor do I have any knowledge of ever paying to Col. Slomp that I would ^{any part of the} pay damages, or costs

Ques. 12 Col Slomp in his deposition states that in a settlement with the Wards that you agreed to pay a proportional part of the costs in perfecting the title and in making the survey and arbitration. Please state whether or not you ever had a settlement with the Wards or any such agreement?

Ans No I never saw the wards nor made no agreement to pay any part of it

Ques. 13 Please state whether or not you, or your vendees J. B. & F. Mills and C. Slomp were the owner or in possession of the said land when the timber was removed

Ans Well I was not in possession of it having sold it to Slomp & Mills

Ques 14 Col Slump in his deposition speaks of you signing and acknowledging a released deed but your husband refused to sign it. Please state why and how that was?

Ans I signed the deed and intended to go to Big Stone Gap and deliver the deed if I got my money if not I intended to hold on to it. It was a bad day and I did not go ^{right day} but Charles Jones went. My husband had objections to signing it on account of timber.

X Examination.

Ques. 1. You state in answer to question 6 that you agreed to pay your part of attorney's fee. Were you present when that agreement was made, and when Counsel was employed?

Ans I was not present. My husband went with Col Slump & Mr. Wyatt and ~~I learned~~ to Big Stone Gap I got him to go with them for me to bring the suit and make arrangements and when they come back I learned he had agreed to pay part of the fifty dollars attorney's fee.

Ques 2 Please state on what occasions if any you were present in person when agreement or

or understandings were made in reference to this controversy.

Ans No Sir not time except the time when I sold the land to Slump & Mills.

Ques. 3 Who represented you on other occasions?
Ans. If I understand you, My husband went to Big Stone Gap one time to see about bringing suit and I do not know that he went but one time on that business I can't say that he did or did not. He went to Jonesville one time. Somestimes Charles Jones went with them and one time he went to the Wild Cat to get a list of names of the Ward Children.

And further this deponent sayeth not
~~Ans. 4~~ Mary ^{hers} E Jones
Mark

C. H. Jones ^{introduced by plaintiff} a witness of lawful age after being duly sworn deposeth and sayeth

Ques. 1 Please state your age, occupation and relation to plaintiff

Ans My age is twenty two Occupation a lawyer, relation to plaintiff, Son

Ques 2 Please state whether or not you at any time or any place while representing your mother the plaintiff agreed or entered into a contract with C. Slump or anyone else that your mother would bear any part of

the expenses of the cost incurred in perfecting the title to the land in controversy or would pay any part of the damage to said land by reason of the timber being removed therefrom if so tell all about it

Ans.

No I never agreed for her to pay any amount of money to perfect the ^{title to the} 63 acres of land or for damage on account of taking the timber from the 63 acre tract neither did I enter into any such contract. At a time when a compromise was talked of she said, ^{she} did not want to ^{pay the} proportional part of cost as estimated, ^{as it was} too much what I mean by the cost is the attorney's fee of 60 dollars ~~to be paid to Dr.~~ to be paid to Dr. T. Irvine and the legal costs of the suit brought to perfect the title to the disputed 63 acre tract - also the damage for the timber taken from the 63 acre tract by Wards & others and the expense of estimating the amount of timber taken from the 63 acre tract also Sutton's bill for counting said timber and to pay Thacker for surveying said land & the arbitrators for placing the value on said timber. One time in going to Big Stone Gap I asked my mother if she was willing to pay about one hundred and

twenty dollars. I asked her if she intended to pay the amount assessed to her something near 120 dollars she said no then I asked her if she was willing to pay 75 dollars she said no she did not want to.

Ques 3 Please state whether or not your mother the plaintiff ever authorized you to enter into or complete any agreement or contract by which she was to pay any ~~sum of~~ amount of money for expenses, damages &c?

Ans

No

Examination

Ques 1 Please state whether it was or not you were authorized by your mother to represent her at the conference near Ward's Mill between Hyatt, Kemp, & the Wards and others, at which you were present, before the suit to quiet the title was instituted?

Ans.

We went over there more than ^{one} time but I don't know positively whether she authorized me to do any special thing connected with the business for which the meeting of the parties took place, though generally I went to see what they intended to do about it as she seemed to want it settled in some manner so she could get her money. I think my brother went a time or two but I am not ^{positive}.

whether my father went or not anytime
I do not ^{think} she was present at the time ~~of above~~

Question

Were you authorized to represent
your mother at Big Stone Gap
the day of the meeting in the
law office of R. T. Irvine, the
day of the arbitration?

Ans.

Mrs.

~~This trip to Big Stone~~

I cannot say whether I was or was not
That trip was like the rest of them. There
were several meetings there and in the
social cat. we would go to see what could
be done and if any compromise of any
kind could be made but generally
nothing was done and we all went
home

Redirect Examination

Ques. 1

Please whether or not you were authorized
by your mother the plaintiff on the two
occasions just mentioned by Mr. Irvine on
cross examination to visit at Big Stone
Gap & Wards Mill to enter into any contracts
agreements or final settlements in regard
to the matter here in controversy?

Ans.

I remember distinctly that she never authorized
me to make any final settlement.

And further this deponent saith not.
C. H. Jones

Virginia Lee County to-wit
I C. D. Bailey a notary public in and for
the county and state aforesaid, do certify
that the foregoing depositions of Mary E. Jones
and G. H. Jones were duly taken, subscribed
and sworn to before me at the time place
and for the purposes mentioned in the
caption. Given under my hand this
the 7th day of May 1894.

C. D. Bailey N.P.

Notary's fee \$3.37½

Mary E. Jones

no depositions

J. B. H. Mills et al

Received by mail in good
condition and filed May
the 11th 1894

A. B. Munnay Clerk

Notary fee \$3.37

To *J. B. F. Mills, C. Shump, And South West Va*
Mineral Land Co.

Take notice, that on the *7th* day of *may*, 189*7*, at the ~~office of~~ *dwelling house of*
James H. Jones, in the town of *Turkey Cove Va*, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of

Mary E. Jones et als —
to be read in evidence in my behalf in the suit in equity depending in the *Circuit*-Court of

Lee County in which *Mary E. Jones* is
Plaintiff and *J. B. F.*
Mills, C. Shump And South West Va. Mineral Land Co., are

Defendants; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E. Jones
By counsel,

, For: —

R. T. Irvine

I accept service of
the within noted
for the Lanthorn
vs Mineral Land Co
on condition that Mary
E. Jones will appear
in person or by at-
torney at Big Stone Gap
or at my office on
Thursday May 3rd 1894
to the taking of deposi-
tions on behalf of said
Lanthorn vs M. L. Co in this
cause.

R. T. Irvine
April 28/94

Atty

To *J. B. F. Mills, C. Shunk, and South West Va
Mineral Land Co.*

Take notice, that on the *7th* day of *May*, 189*4*, at the ~~office of~~ *dwelling house of*
James F. Jones, in the town of *Turkey Cove Va.* between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of
Mary E. Jones et als

to be read in evidence in my behalf in the suit in equity depending in the *Circuit* Court of
Lee County in which *Mary E. Jones is*

Plaintiff and *J. B. F. Mills, C. Shunk, and South West Va. Mineral Land Co. are*

Defendants, and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E. Jones
By counsel,

Mary E. Jones -

Wd. { Notice to take.
 { Depositions.

J. B. H. Mills et al -

May 1st 1894
Executed by
Delivering a true
copy of the within
Notice to C. Slomps
wife she being
over the age of
sixteen years &
a member of
the family
C. Slomps not
being found
at his place
of abode. This
May the 5th 1894

L. M. Wade D. C.
C. E. Filanary
S. L. C.

The depositions of C. Slemp taken pursuant to notice
before C. E. Cook, Notary Public for Lee Co., Va.
hereto attached at the office of Duncan & Hyatt in the Town of Jones-
villes on the 9th day of March 1894 to be read as evidence on behalf of
the defendants in a chancery cause now pending in the Circuit Court of
Lee County, Virginia, in which Mary E. Jones is complainant and J.B.F.
Mills and others are defendants.

Present: Me. G. Ely & J. W. Orr attys for Plaintiff
M. Dowell & Duncan Dfts.
Geo. F. James Present also.

C. Slemp, a witness of lawful age, being first duly sworn, deposes
and says:

First question for defendant.--

The taking of this deposition is excepted to for want of sufficient
notice, counsel not having had reasonable time and no op-
portunity at all to confer with their client, the Plff.
M. G. Ely. for Plff.

1 state your name, age, residence, occupation,
connection with these causes,

Ans. Campbell Slemp. I am 54 years old. Farmer.
I am one of the defendants.

2 Turning your attention now to the \$252.50
note sued on, state whether or not the credits
thereon endorsed are proper & also state
any other credits if any that ought to be
endorsed thereon.

Ans, The credits endorsed are correct, so far as I know.
There should be a credit of Mrs Jones' part of
the expenses of the suit of the South west Va
Mineral Land Co. vs. the Wards & Lunsfords,
for perfecting the title of the disputed land,
which amount is \$65.28, also \$4.66 being her pro-
portion of my expenses incurred of coming to
Jameville in perfecting said title. I made
the trip in June 7, 1892. & March 1, 1893.
I came to Jameville on plffs. request on
both trips.

2
The foregoing answer so far as it relates to any transactions
or expense incurred in the suit of South-west Va. Mineral
Land Co. vs Lunsford and Wards and expenses incurred in coming
to Jonesville, is excepted to as irrelevant, immaterial and therefore
inadmissible. M. G. Ely atty for Plff.

3. Why do you say that the Plaintiff should
bear any proportion of the expenses of the above
suit, also state how you arrive at her share.

Ans. Plffs by Counsel makes exception to the question
for reasons stated above. M. G. Ely atty for Plff

Ans. Because of a verbal agreement between, her
Mills. Myself & J. M. Wyatt, in the pro-
secuting of the suit vs. Wards & Lunsford for
perfecting the title of the land, by which
agreement each party was to pay in pro-
portion to the money they had due there.
The total expense was \$144⁶³, Wyatt
proportion of this \$40²⁰ & the James portion
on the James land was \$104⁴⁰; This expense
of \$104⁴⁰ is to be divided between the Plff.
on the one side & Mills & myself on the
other, she paying \$65²⁸ & we paying \$39¹⁷
Now this is because she had an interest of
\$315⁰⁰ & we an interest of \$189⁰⁰ in the
money to come from the land.

This answer is also excepted to by Plff. in
so far as the same is intended to vary or
alter the written agreement or contract of
the parties. M. G. Ely atty for Plff.

4 What written agreement was there between
you on this subject?

Ans. - There was none.

5 When was this verbal agreement on the part of Plaintiff Mary E. Jones to pay the above stated proportion of the expenses of perfecting the title to the 63 acres made with reference to the date of her deed to you & Mills of June 20, 1887, and also state whether or not either you or Mills ever agreed to release her from her duty of protecting the 63 acres from the acts of adverse claimants to said 63 acres.

This question & any answer thereto is excepted to for reasons above stated. M. J. Ely, atty for Plff.

Ans. - The agreement was made after the deed above mentioned & before the suit vs. Ward & Searfords above ^{mentioned} was instituted. I never agreed to release her - don't suppose Mills ever did, ^{as} he left it all to me.

6 From what dates should the \$65.25 & the \$4.66 bear interest

Ans. The settlement of the expenses of the litigation was made Nov. 27, 1893. Some of the money was paid out by me previous to that date, but interest from that date will be satisfactory, on the \$4.66 interest from March 1, 1893 will be satisfactory to me.

This is also excepted to for the reasons above stated. M. J. Ely, atty for Plff.

(7) I see that James F. Jones is present & an interested listener to your deposition. Now, please state his relation, if any, to the Plff Mary E. Jones, & what part, if any, he has had, in the ^{transaction of the} matter, in suit.

= This is excepted to because J. F. Jones, is no party to the suit, & any answer thereto is irrelevant & immaterial & not binding upon the Plff.
M. H. Ely atty for Plff.

Ans. He is the husband of the Plff. He was generally, consulted, but not always, in every action that was taken, & he went with me to employ Mr. Irvine, to bring the suit vs Ward, &c. after consultation with his wife.

(8) Why was Jas F. Jones, concerning himself about these matters, & in what capacity did he act?

Ans. - He acted as the agent of his wife.

(9) It is stated in the pleadings, that the timber taken from the 63 acres of land, was reasonably worth \$151.3 Please state your capacity & opportunities for being able to estimate its value & then state whether or not, the above amount is correct.

This question & any answer thereto, is excepted to, as inadmissible because irrelevant & immaterial.
M. H. Ely atty for Plff.

Ans. I have bought, & sold & sawed & handled a good deal of timber, & have known a good deal of transactions in timber. The amount stated in the answer was arrived at by three expert lumbermen selected by all of the parties interested & I, myself, made a rough count, of the timber that had been taken, & I concluded that they had fixed a value, as correctly as it could be done.

(10) - State whether or not the Plff. or any person acting for her, was ever informed of the estimate made by the said experts, & also whether or not, she or any person acting as her agent, agreed that said estimate was a correct one.

5

The question & answer thereto is excepted
to our reasons above stated.
M. G. Ely atty for Plff

Ans - Her son Charles was present when the
estimate was made, having come there
as her representative, he was informed
of the estimate arrived at. said he
thought it about right & expressed
himself as perfectly satisfied with the
estimate. He frequently talked about
it at her house & in her presence, &
she never expressed any dissatisfaction, but
expressed herself as well pleased with it.

(11) What has caused the delay, on the
part of Mills & yourself, in discharging
your obligations to the Plff.

Ans - The first delay was caused by reason of
the title of this land not being perfected
& after the suit perfecting the title of the
land was settled, we have been delayed
in attempting to get a settlement of this
timber question.

This answer is excepted to become irrelevant
& immaterial.

M. G. Ely atty for Plff

— Cross examination —

Q - by Plff - You say in your examination in chief
(12) that the Plff should pay or give Credit
for \$65.28 as her part of the expenses of
the suit perfecting the title to the
disputed land - please state what items
constitute & make up this sum.

Ans - It includes an Attorneys fee & the tax-
able costs, incurred by the South West
Virginia Mineral Land Co Vs. Lunaford
& Ward, also the expense of survey of
the ^{disputed} land & the ascertainment of the value of
the timber cut, & the value of said timber (over)

(6)

20 R. J. Drvin, atty. 74,50
 50¢ being his fee - $\$24.50$ of which J. M. Wyatt paid as his part
 $\$53.80$ to be borne by Mrs. Jones & ourselves in leaving
 proportion to our interests. Next came the
 tax on costs in the suit, amounting to $\$44.38$
 of which Wyatt paid $\$12.33$ leaving to
 be paid by Plff. & ourselves $\$32.05$ the next
 item was one half the costs of surveying
 the land & estimating the number of
 feet of timber taken which was $\$230.00$
 of which about one half went to Shoen
 for surveying the land & the balance
 to Sutton for estimating the timber taken
 & serving as one of the three arbitrators
 for putting the value there on. of the
 $\$230.00$, Wyatt paid $\$6.39$ leaving $\$16.61$
 for the Plff. & ourselves to pay. the next
 item was one half of the expenses paid
 Bratton & Carmichael as arbitrators on
 the timber amounting to $\$27.50$ of which
 Wyatt paid 76 cents leaving $\$19.9$ to be
 paid by Jones & ourselves & these sums
 make the total of $\$104.46$

Q/- Was there not a judgment for costs in
 favor of the South West Virginia Mineral
 (13) Land Co. vs. the Lewis & Wards in
 the suit to perfect the title?

Ans. - There was, but in the settlement
 with Wards we, that is the Plff. Wyatt
 Mills, & myself, agreed that we would
 pay these costs in proportion to our re-
 spective interests,

Q/-
 (14) Is there not a suit or suits pending
 again in the Circuit Court of this
 County, for the value of the timber cut
 from the disputed land?

7
Ans - There is, as I understand, by the South
West Virginia Mineral Land Co., but
there is no expectation of ever reaching
anything.

Q - You state that the expenses that
15 you seek to charge the Plff with
should be borne in the proportion
of 315 to 189. Now is 189 all there
is due you from the South West
Virginia Mineral Land Co.?

Ans - We held their note upon which
we brought suit for \$500⁰⁰. If the
title of the land had been clear,
without damage, we would have
expected to have paid her \$315⁰⁰, which
~~we~~ is the amount for which we gave
our note, leaving \$189⁰⁰ coming
clear to us as profit on the land.

Q - State what, if anything, the Plff
16 had to do with your sale of this
land to the S.W. Va. M. L. Co.?

Ans - She had nothing to do with it,
as I know of.

Q - Please state whose timber this
17 was, which you seek to charge ^{the Plff with} at
the time it was taken?

Ans - When the timber was taken, no
suit had been instituted to settle
the title of the disputed land, & I
then did not know whose it was,
but we had by that time conveyed
to the S.W. Va. M. L. Co.,

Q - When was this timber cut or taken
18 from said land?

Ans - I do not know the exact time,
but I think about 4 years ago,

Q - Were you at any time, while you
19 was owner of said land, disturbed
in your possession
by adverse Claimants to the title?

Ans - I was not; we only had the title
one day.

Q - In your examination in chief, you
20 speak of Mr. Wyatt paying certain
proportional parts of certain expenses
& so much being still due & owing
by Plff. please state why she did not
pay her part of said expenses,

Ans - ~~Mr.~~ She agreed to pay her proportional
part of these expenses, but objected
to paying for the timber that was
destroyed & never called on her for a
settlement for these things, hoping
that we could get the timber question
settled & close it all up together,

Q - You do not know then, on a settlement
21 whether or not, she will agree to pay
any part of the expenses, which you
charge her, do you?

Ans - I have not talked to her about it
since the institution of this suit
but she agreed to pay her proportional
part before that,

Q - Have you or not, gone to her, with a
22 release deed to sign & state why she
would not execute it?

Ans. - I sent a release deed to her which she signed & acknowledged before Squire Riddle, but her husband J. P. Jones refused to sign it on account of 25 white oak trees reserved to him in their original deed & that release deed was never delivered.

— Redman —

Q/ - Please state how you & Mills happened
23 to agree with Mrs Jones to pay any proportion of the costs & expenses of perfecting the title of the 63 acre tract —

Ans. Nearly 5 years had elapsed before any effort was made to perfect the title, & we agreed to do this gratuitously & with out any obligation resting on us in order to close the matter up.

— Re Cross examination —

Q/ - State why it is you claim the
24 Credit for expenses in perfecting the title to the said land against the \$252⁰⁰ note instead of the \$315⁰⁰ note, which was given as the purchase price of the land having the defective title,

Ans - These expenses were undertaken & agreed upon by us, when we did not know whether we would derive anything for the \$315⁰⁰ or not. They have actually been paid & we don't know yet what the S. W. Va. M. L. & Co will assess us for damages on the timber

Q/ - Are not both notes due?
25

Ans. I suppose the notes speak for themselves about that & further this deponent saith not,

Campbell, Slomp

Virginia
~~Lee Co~~ } to-wit
 Lee Co

I, C. E. Cook, a notary public for Lee County Va, hereby certify that the foregoing deposition of Campbell Slomp was duly taken, sworn to & subscribed before me in said County, at the place & time & for the purposes stated in the caption thereto & therein.

Given under my hand this Mar

9. 1894

Time of taking 3 hours Notary \$2.²⁵
 Paid by C. Slomp -

C. E. Cook Notary Public
 for Lee Co Va

Mary E. Jones

Deposition

vs

C. Slomh

J.B. Mills et al

N. Ps fee \$ 2.25

paid by C. Slomh

Received from C. E. Cook
The Notary Public before
whom taken and filed
this the 9th day of March
1894 A.B. Murray alk

Mary E. Jones

Please take notice that on Friday the ninth day of
~~February~~ ^{March} 2nd at the Office of Duncan & Hyatt in the Town of Jonesville
We will proceed to take the deposition of C. Slomp ^{to} ~~be~~ ^{to} be read as evi-
dence in a chancery cause now pending in the Circuit Court of Lee
County in which ^{you} ~~you~~ are Complainant and ~~you~~ ^{others} are defendants
you can attend and cross examine if you desire.

March the 7th 1894.

Very truly y ours &c.

McDowell Duncan & Hyatt
attys for Bill

J. B. F. Mills
C. Slomp by
counsel

J. B. H. Mills et al
ads $\frac{1}{3}$ Notice
Mary E. Jones.

Virginia Lee County Va
This day

personally
appeared before me
John B. H. Mills a Justice
of said County and made
oath that he delivered
a true copy of this no-
tice to Mary E. Jones on
Thursday the 8th day of
March 1894 at
a clock in the morning
given under my hand
this the 8th day of March
1894

J. B.

Executed by
delivering a copy
of the within notice
on the 8th day of
March 1894 at
11 - a.m. to Mary
E. Jones
L. M. Wade J. S.
for C. E. Filanary
S. L. C.


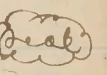
This indenture made this 20th Day
of June 1887 between Jas F Jones and Mary
E Jones wife of said Jas F Jones both of Lee
County Virginia parties of the first
part And W. B. F. Mills of Wise County
And L. S. Lump of Lee County parties of the
second part. Witness that in consid-
eration of fourteen Hundred and twenty
Dollars (\$1420) of which sum the sum of six
hundred (\$600) ^{dollars.} has been paid and the
receipt of which is hereby acknowledged
fifty Dollars of which six hundred has
been paid to C. J. Duncan by request
of said Jas F Jones it being the value
of 25 Jones life estate in the tract to
be hereby conveyed of which first
mentioned sum the sum of \$252.50 is
to be paid 6 months from date without
interest and of which first mentioned
sum the sum of \$252.50 to be paid
without interest twelve months from
date above written and of which first
mentioned sum, the sum of three
hundred and fifteen dollars is to
be paid twelve months after date
without interest if the title to a
certain 63 acres of the tract hereby
conveyed be by that time perfected

and if the sd title is not then perfected
said \$315. to be paid when and not until
title to said sixty three acres has
been perfected a lien is hereby retained
to secure the payment of above ment-
ioned deferred payments. the parties
of the first part do hereby grant sell
and convey unto the party of the
second part their heirs and assigns
the following described real prop-
erty to wit: a tract in Lee County
Virginia, South of Wallens Ridge and
North of Pauwells mountain, bounded as
follows: Beginning at five chestnut
oaks on top of Wallens Ridge thence
with the meanders thereof S 32 W 8
po S 69 W 11 po S 33 W 16 po S 62 W 18
po S 3 W 10 po S 46 W 6 po S 1 W 5 po S 56
W 14 po. S 37 1/2 W 14 po S 69 W 14 po to five
hickories corner to Jonathan Wyatts
land and with his lines South 434 poles
to a small maple and a chestnut on the
South of a spur thence N 49 E 138 po
to a rock in Lovelady creek thence
North 427 poles to the Beginning
Containing 284 acres. But it is
understood that twenty five white

oak trees on the South side of Lovelady
creek to be selected by Jas F. Jones are
hereby excepted from this conveyance
to have and to hold said property
unto the parties of the second part
their heirs and assigns forever
And said parties of the first part
hereby release all their right title
and interest in said property in-
cluding Homestead Exemption allowed
by law and covenant to warrant generally
the property hereby conveyed and the
said first parties covenant that they
have good right to convey said tract
that they have done no act to encumber
said land that the grantees or assigns
shall have quiet and peaceable posses-
sion free from all claims of all persons
whatsoever in testimony whereof.
The parties of the first part hereunto
set their hands & seals the Year and
day first above written.

attest

H. L. McDowell Jr

James F. Jones 
Mony E. Jones 

State of Virginia }
County of Lee } set.

I a commissioner in chancery

of See Circuit Court Court in and
for said County and State, do, ^{herby} certify
that the foregoing instrument of
conveyance from Jas F Jones & Mary E
Jones his wife to J. F. B. Mills and L. Shup
was produced to me by the parties on
the 20th Day of June 1887 and acknow-
ledged before me in my County
aforesaid, by the said Jas F Jones, whose
name is signed to within writing
bearing date of June-20" 1887 to be
his act and deed; for the purpose
herein mentioned. Given under my
hand this 20 Day of June 1887.

Leora Bailey Court
in Chancery &c

State of Virginia } to wit:
See County

I a commissioner in
Chancery See Circuit Court do certify
that Mary E Jones wife of Jas F Jones
whose names are signed to the
writing above bearing Date of June
20th 1887 personally appeared before
me in the County aforesaid and being
examined by me privily and apart from

her husband and having the writing afore-
said fully explained to her. she the
said Mary E Jones acknowledged the said
writing to be her act and declared that
she had willingly executed the same
and does not wish to retract it.

Given under my hand this the 20th day
June 1887.

Leora Bailey Court
in Chancery &c

Virginia Lee County Court Clerk's office the
19th Day of July 1887. The foregoing Deed Bear-
ing Date June 20th 1887 between Jas F Jones
& Mary E Jones wife of the first part &
J. B. F. Mills & L. Sleep of the second part
was this Day filed in this office and
admitted to record upon the certificate
of Leora Bailey a court in chancery for
the Circuit Court of Lee County Va.

Teste John B. Gibson Clerk
(A Copy Teste: S. W. Richardson Clerk)

Gas F Jones wife
To } Copy Dues

J. B. F. Mills et al
Record Book
No 22 - Page 363.

Exhibit "B"

7# 1.35
90
1.50
3.75

1 Virginia Lee Circuit Court:

2 South West Virginia Mineral Land Company
3 vs

4 Nelson Lunsford et al

5 Upon motion of E. W. R. Ewing is app-
6 ainted Guardian ad litem for Lillie M.
7 Ward Melvin W. Ward Dallis M. Ward and
8 Willie Kate Ward infant defendants in this
9 cause and upon like motion leave is granted
10 to the said E. W. R. Ewing to file the answer
11 of the said infants by their said guardian
12 ad litem, which is accordingly done and
13 this coming on this the 11th Day of March 1893
14 to be heard upon the Plaintiff's bill of Com-
15 plaint and exhibits filed therewith the answer
16 of the said infant defendants by their said
17 guardian ad litem + the joint and separate
18 answer of defendants Barton Myers and
19 Jas. M. Gerow and exhibit filed therewith
20 and general replication to said answers
21 was argued by Counsel upon consideration
22 whereof it appearing to the Court that
23 all the defendants herewith have
24 been duly summoned by personal service
25 of process and all except those herein
26 before mentioned having failed to appear
27 to plead answer or demur the Bill is taken
28 for confessed as to them and it appearing that
29 defendants Myers and Gerow have executed
30 a Deed in Deed form of Law in which their
31 wives have joined duly acknowledged for
32 record conveying to Plaintiff the tract

1 of land mentioned in Plaintiffs "Exhibit No 2"
2 it is ordered that this cause be dismissed
3 as to said Myers & Gerow and it is further
4 adjudged ordered and Decreed that the Plaintiff
5 be quieted in the title & possession of the
6 Land in dispute as described in the Bill
7 and proceeding but more particularly des-
8 cribed in Plaintiff exhibit No 2" filed
9 with its Bill to wit: Beginning at a stake where
10 the East line of the tract conveyed June-
11 28th 1887 by J.B.F. Mills and others to the
12 Southwest Virginia Mineral Land Company
13 intersects the line of the land belonging
14 to the heirs of Samuel Word Deceased,
15 Known as the Patch from thence S 67
16 W 225 poles to a stake. thence S 35 E 76
17 poles to a stake on the line of the original
18 B.F. Hoburn 2000 acres tract thence with
19 said line N 49 E 164 poles to a rock
20 in Goodlady Creek corner to the
21 tract conveyed June 28th 1887 by J.B.F.
22 Mills & others to the Southwest Virginia
23 Mineral Land Company said line
24 passing at 26 poles a maple & chest-
25 nut on the South side of a spur corner
26 to said tract thence with the line of
27 said last mentioned tract due North
28 to the Beginning containing 87 1/4 acres
29 more or less and that it hold said
30 land by title firm and stable and
31 free from any claim demand or
32 interference of the defendants in

1 this cause or any of them and further
2 that all conveyances of said land
3 whether in fee simple or in trust
4 made by the defendants herein and
5 in the bill and proceedings mentioned
6 adverse to the title of the Plaintiff
7 he and the same are hereby declared
8 to be null and of no effect and
9 are to be cancelled and rescinded so
10 far as they affect the said land in
11 dispute. The Plaintiff recover its
12 costs in this behalf expended from
13 the defendants Nelson, Katherine, and
14 John Sunsford and L. D. Wood adminis-
15 trator of the estate of Wm A. J. Wood
16 deceased But Defendants Myers & Gerow
17 shall pay the costs incurred as to
18 them in the suit leave is granted
19 the Plaintiff to withdraw the Deed from
20 Dorton Myers & others filed as exhibit
21 "A" with the answer of defendants
22 Myers & Gerow from the papers in
23 this cause for recordation and a
24 copy of this decree shall be delivered
25 to the clerk of the Lee County Court
26 to be recorded in the Book in
27 which Deeds are recorded & to index
28 as though it was a Deed from the
29 defendants herein to the plaintiff
30 and nothing remaining to be done
31 in this cause it is ordered that
32 it be stricken from the Docket.

1 Virginia Lee County to wit:

2 In the office of the clerk of the
3 said County the 13th Day of March 1893
4 the foregoing Decree was this Day
5 presented and admitted to record.

6 Teste John R. Gibson Clerk

7
8 Acopy Teste S. V. F. Richmond
9 Clerk

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S. W. Virginia M. S. Co.
To } Copy Decree
E. W. R. Gibson

Dec 29

Page 232

"Q"

Fee 90¢

\$315.00

June 20, 1887

Twelve months after date without interest
we promise to pay Mary E. Jones
three hundred and fifteen dollars (\$315.00) but
it is understood and is the condition of this
promise that the title to a certain 63 acres
of sd M. E. Jones' land this day sold us is to
be made perfect and indefeasible before
this note is due. And this note is not to be due nor
to bear interest until said title is made perfect

J. B. L. Mills *and*
Co. Slump *Beach*

\$252.50 due June 20, 1888.

\$

Apr. 16, 1889	10
June 7, 1890	25
" 17, 1890	25
Aug. 1, 1890	10
Sept. 5, 1890	30
Nov. 5, 1890	5
Aug. 17, 1891	25
" 21, 1891	20
Nov 1, 1892	28 50
Dec 24, 1892	25

1890-6-12

1888-6-20

1-11-22 1st inst. period

1890-8-1

1890-6-17

0-1-14 2nd inst. period

1890-9-5

1890-8-1

1-4 3rd inst. period

1890-11-5

1890-9-5

2-0 4th inst. period

1891-8-19

1890-11-5

9-14 5th inst. period

1892-11-1

1891-8-21

1-2-10 6th inst. period

1894-11-30
1892-12-24
1-11-6
7th inst. period

1892-12-24
1892-11-1
1-23
7th inst. period

$$\begin{array}{r} 252.50 \\ 06 \\ \hline \$15,1500 \end{array}$$

(1)

$$\begin{array}{r} 2,52.50 \text{ for 60 days} \\ 5\frac{1}{2} \text{ " 11 mos} = 5\frac{1}{2} \text{ times} \\ \hline 12.6250 \\ 1,2675 \end{array}$$

$$\begin{array}{r} 18416 \\ 10841 \\ \hline \$14,8182 \\ 15.15 \end{array} \quad \begin{array}{l} \text{" 20 days} \\ \text{" 2 "} \end{array}$$

$$\begin{array}{r} \$29,9682 \text{ Just for } 17\frac{1}{2} \text{ 11 mos, 22 days} \\ \hline \end{array}$$

$$\begin{array}{r} 252.50 \\ \hline 282.46 \end{array}$$

$$\begin{array}{r} 60 \\ \hline \$222.46 \end{array}$$

(2)

$$\begin{array}{r} 222.46 \text{ for 60 days} \\ \hline 1,1123 \end{array} \quad \begin{array}{l} \text{" 30 " } = \frac{1}{2} \\ \text{" 14 " } = \end{array}$$

$$\begin{array}{r} 5789 \\ \hline \$1,6312 \text{ Just for 1 mo 14 days} \end{array}$$

$$\begin{array}{r} 222.46 \\ \hline 224,0912 \\ 10 \end{array}$$

$$\begin{array}{r} \$214,0912 \end{array}$$

(3)

$$\begin{array}{r} 2,14.0912 \text{ for 60 days} \\ \hline 1,070456 \end{array} \quad \begin{array}{l} \text{" 30 " } = \frac{1}{2} \\ \text{" 4 " } = \end{array}$$

$$\begin{array}{r} 1426 \\ \hline \$1,213056 \\ 214.0912 \end{array}$$

$$\begin{array}{r} 215,3042 \\ 30 \\ \hline \$185,3042 \end{array}$$

1,85,3042 for 60 days Just
 1853042
 \$187,157242
 5
 \$182,1157

(4)

182,157
 24 1/2
 7.28628
 .91078
 8.19706
 1427033

182,157
 002 1/3
 1364314
 1062719
 1427033

(5)

\$8,624093 Just for 9 mos 14 days

182,1157
 \$190,781093
 45.00
 \$145,781093

(6)

145.771

8,74626 Just for 1 yr
 145771 " " 2 mos or 1/6 of 8,74626
 124295 " " 10 days or 1/6 of 145771

\$10,44692 Just for 1 yr 2 mo, 10 days

145771
 156219
 28150
 \$127,717

(7)

1,27,717 for 60 days

163858
 42572
 063

" 30 " = 1/2 of 1,27,717
 " 20 " = 1/3 of 1,27,717
 " 3 " = 1/20 of "

\$11272

127,717
 218,8442
 25.00

\$103,8442 Amount due Dec 24, 1892

$$\begin{array}{r} 103.843 \\ 06 \\ \hline 6.23058 \end{array}$$

$$\begin{array}{r} 103.843 \\ 88\frac{1}{2} \\ \hline 519215 \text{ for 11 months} \\ 57976 \end{array}$$

$$\begin{array}{r} 5.71191 \\ 6.23058 \\ \hline 110384 \end{array}$$

$$\begin{array}{r} \$12.04633 \\ 103.843 \\ \hline \$115.88933 \\ 103.843 \text{ for 60 days} \\ \hline 110384 \text{ " 6 days} \end{array}$$

Interest on principal (252.50) from June 20, 1888 to

June 12, 1890, 1 yr, 11 mo, 22 da,

\$29,963

252.50

Whole sum due June 12, 1890

\$282,463

All payments up to June 12, 1890, (\$60) to be deducted,

60.00

1st New prin, June 17, 1890,

\$222,46

Inst on new prin (\$222.46) from

June 17, 1890, to Aug 1, 1890, 1 mo, 14 da,

1.6312

Whole sum due Aug 1st 1890,

\$224,0912

Payment Aug 1, 1890 to be deducted

10.

2nd New principal Aug 1, 1890

\$214,0912

Inst on new prin (214,0912) from

Aug 1, 1890, to Sept 5, 1890, 1 mo, 4 da

1.213

Whole sum due Sept 5, 1890,

\$215,3042

Payment Sept 5, 1890 to be deducted

30.

3rd New prin Sept 5, 1890,

\$185,3042

Inst on new prin from Sept 5, 1890 to

Nov 5, 1890, 2 mo,

\$1,853042

Whole sum due Nov 5, 1890

\$187,157

Payment Nov 5, 1890

5

4th New principal Nov 5, 1890

\$182,157

Inst on new principal from Nov 5, 1890

to Aug 19, 1891, 9 mos. 14 ds,

8.624093

Whole sum due Aug 21, 1891

\$190,771

Payments of Aug 17 and 21st, 1891 (\$45) 88

45.00

5th New prin Aug 21, 1891

\$145,771

Inst on new principal from Aug 21, 1891 to

Nov 1, 1892, 1 yr, 2 mo, 10 days

10.446

Whole sum due Nov 1st 1892

\$156,217

over face 2

Calculations

M Jones
vs {

Mills & Sleep

2

Whole sum due Nov. 1st 1892, from page (1)	\$156.217
Payment of Nov. 1st 1892, of	28.50
6 ¹ / ₄ New principal Nov. 1, 1892.	\$127.717
Inst. on New prin from Nov. 1st 1892 till	
Dec. 24, 1892, 1 mo. 23 days	1.726
Whole sum due Dec. 24, 1892	\$128.843
Payment of Dec. 24, 1892 (\$25) of	25.00
Inst on New prin (\$103.843) from	\$103.843
Dec 24, 1892 till Nov 30, 1894, 1 yr 11 mo. 6 d.	12.046 33
Amount due on \$252.50 note Nov 30/94	\$115.889 33
	219.123 2
Bal due Nov 30/94	\$335.01 253

315.00	1892-11-27
53.84	1893-3-11
<u>259.96</u>	<u>8-16</u>
10.3984	1894-11-30
16494	1893-11-27
\$11.0483	<u>1-0-3</u>
259.96	
271.0083	
65.28	
206.7283	
06	
12.4032	
206.72	
\$219.1232	

for 60 days
" 8 mos = 4 times
" 16 days = $\frac{1}{4}$

Bal due Nov 30/94
on \$215.00 note

J.B.F.Mills and C.Slemp

Plffs.

ads.

In Chancery.

Mary E. Jones.

Defts.

And the said defendants come and say: That the said complainant has filed two bills in chancery against them, one of which is for the collection of a note executed ~~on~~ the 20th day of June 1887 for the sum of \$315.00, and the other upon a note executed on the same day for the sum of \$252.50, and to enforce both of said notes as a lien on the tract of land described in said bills. And said defendants aver that both of said notes were according to the tenor and effect thereof due at the time of the institution of each of said suits: that they each grew out of the same transaction: and were each liens upon the same subject matter: wherefore defendants say that the plaintiff has no right to prosecute and maintain said two suits, and that one of them should be dismissed, and of this they pray judgement of the court &c.

Dawson & Hyatt
Attys for Defts.

J. B. H. Miles & Co. Samps

and by Plea,

Monty E. Jones

Filed in open Court
on the 7th day March
1894

A. B. Muncey
Clk

To J.B.F. Meeks, C. Sleep and South West Va
Mineral Land Co

Take notice, that on the 7 day of May, 1894, at the office of ~~the~~ dwelling house of
James F. Jones, in the town of Turkey Cove Va, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of
Mary E Jones et al

to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of

Lee County in which Mary E Jones is
Plaintiff and J.B.F. Meeks
C. Sleep and South West Va Mineral Land Co are

Defendant; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E Jones
By Counsel

Mary E Jones
Notice to Take
Departures

J. B. Mills & Co.
7 May 1894

Executed by
delivering a copy of
the within notice to
Mrs Mills wife of J. B.
J. Mills - he not being
found at his usual
place of abode

May 3/94

W. A. Thompson D.
for A. A. Haynes & Co.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk Va
To the ~~Sheriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon

*J. B. F. Mills & Sloop and South
West Va Mineral Land Company. The last named
being a body a corporate doing business in Va.*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E Jones*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *25th* day of *January*, 189*4*, and in the *118th* year of
the Commonwealth.

A. B. Munsey Clerk.

6 L. Durin Deputy
for J. L. Durin Senr
City of New York

50
50
50
50
50
50

300

25.
 13
 25-
 13
 25
 13
 18
 10
 15-
 18
 100
 150
 36
 36
 40-
 15
 55-2
 150
 702

$\begin{array}{r} 703.82 \\ \hline 2852- \\ 95- \\ 76- \\ 75- \\ 75- \\ 10- \\ 30- \\ 75- \\ 75- \\ 10- \\ \hline 50505 \\ 8645- \\ 1881 \end{array}$

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills, C. Slemf and South West Va Mineral Land Co. The last named being a body corporate doing business in Virginia*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *first* Monday in *February*, 1894, to answer a bill in Chancery, exhibited against *them* in our said court by *Mary E Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *16th* day of *January*, 1894, and in the *11 8th* year of the Commonwealth.

A Copy Teste *A B Munsey* Clerk.
A B Munsey clerk

US. { **SUBPŒNA
IN CHANCERY.**

.....p. q.

To.....Rules,
Circuit Court.

The Commonwealth of Virginia,

Seargent of the city of Norfolk Va
To the ~~Sheriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills, L. Slemph and South-
west Va Mineral land company, the last named being
a body corporate doing business in Va,*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in *February*, 1894, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E. Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *25th* day of *January*, 1894, and in the *118th* year of
the Commonwealth.

A B Munsey Clerk.

Mary E Jones

US. { SUBPENA
IN CHANCERY.

J B F Mills et al

M G Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed this 29th
day of January a, d,
1894, by sewing a copy
here of on Boston Mapers,
for the Court Work via
Mineral Land Company.

The said Boston Mapers
being the President of
said Company, and the
said Boston Mapers being
in and a resident of the
city of New York at the time of
said service. Depts for 500 paid

C. L. Quinn Deputy
for J. L. Quinn New City of New York

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *J. B. Mills. & Slessup and South*
West Va Mineral Land Co. The last named being
a body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 189*4*, to answer a bill in Chancery,
exhibited against *Them* in our said court by *Mary E Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January*, 189*4*, and in the *11^{8th}* year of
the Commonwealth.

A. B. Munsey Clerk.

Mary E Jones

US. { SUBPÆNA
IN CHANCERY.

J. B. F. Mills et al

M. H. Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed Jan'y
the 31-1894 by
Delivering a true
copy of the within
sums to C. Slomp
this Feby 1-1894
L. M. Wade D. S. for
C. E. Selanary
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon

*J B A Mills & Sump and South
west Va Mineral Land Co. the last named
being a body corporate doing business in Virginia*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 189*4*, to answer a bill in Chancery,
exhibited against *Them* in our said court by *Mary E Jones*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *16th* day of *January*, 189*4*, and in the *11th* year of
the Commonwealth.

A B Munsey Clerk.

June 20th 1888

252.50

12

303.00

252.50

282.80

35.00

247.80

25.00

222.80

7.50

30

225.60

30.00

195.60

10

185.60

92

186.52

500

181.52

For Shff of Wise Co

Mary E Jones

vs. {

SUBPENA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely

p. q.

To 1st February Rules 1894

Circuit Court.

Entered in Big
Stone Book & a
by delivering an
affidavit copy of
the within to
J. B. F. Mills

June 27-1894

G. E. Eddy
Sgt.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *J B F Mills to Sless and South*
West Va Mineral Land Co. the last named
being a body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 189 *4*, to answer a bill in Chancery,
exhibited against *Them* in our said court by *Mary E Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *16th* day of *January*, 189 *4*, and in the *11 8th* year of
the Commonwealth.

A B Munsey Clerk.

Mary E Jones

vs. {

SUBPÆNA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely p. q.

To 1st February Rules, 1894

Circuit Court.

Executed Jany
the 29-1894 by
Delivering a true
copy of the within
same to C. Slomph
this July 1-1894
L. M. Wade D. S.
for C. C. Selanary
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills & Slump and South
west Va. Mineral Land Co. The last named being
a body corporate doing business in Virginia*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E. Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January*, 1894, and in the *11th* year of
the Commonwealth.

A. B. Munsey Clerk.

Shiff of wise Co

Mary E. Jones

vs. {

SUBPÆNA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed in Big
Stone Gap Va
by deputy in
office of the
within to J. B. F.
Mills

27/1894

J. E. Miller

S. J. H.

The Commonwealth of Virginia,

wise
To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *mineral* ~~I~~ B F Mills, to Slemp and
~~South West Va. Land Co.~~ The last named, being
a body Corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January*, 1894, and in the *118th* year of
the Commonwealth.

A Copy Teste

A. B. Munsey clerk

A. B. Munsey Clerk.

vs. { **SUBPŒNA**
 { **IN CHANCERY.**

.....*p. q.*

To *Rules,*
Circuit Court.
